



## **FOUNTAIN VALLEY POLICE DEPARTMENT YOU ARE NOT ALONE (Y.A.N.A.) WAIVER FORM**

The referenced Client by their own accord or through their legal guardian identified hereby requests to be enrolled in the You Are Not Alone (YANA) Program from the Fountain Valley Police Department's Retired Senior Volunteer Program (RSVP).

- As staffing permits, the RSVP will call or visit the Client a minimum of one day each week for the purpose of doing a welfare check.
- Situations noted by any RSVP member or Fountain Valley Police Officer in connection with Client's participation in the program that alludes to possible criminal conduct, abuse or neglect will be reported immediately to the Fountain Valley Police Department on-duty Watch Commander.

The identified Client's consideration, by their own accord or through their legal guardian, for acceptance in this voluntary, no cost, public service program hereby acknowledges and agrees to the following:

- Client and/or legal guardian must verify the accuracy of all information provided on this application.
- Client and/or legal guardian is responsible for providing updates to information contained on this application throughout their participation in the program as changes occur.
- Client and/or legal guardian is responsible for providing prior notification to the RSVP by telephoning **(714) 593-4485 ext 366** and speaking to a member of the RSVP or by leaving a recorded message, of the dates the Client will not be in the residence to respond to telephone welfare checks.
- **Terminating** participation in the YANA program will require the Client and/or legal guardian to provide written notification to:

**Fountain Valley Police Department / RSVP  
10200 Slater Avenue, Fountain Valley CA 92708**

- The RSVP will not provide any medical assistance, service or advice; travel or transportation assistance; labor; or financial assistance or advice as part of the YANA program. Any such needs remain the responsibility of the Client, their legal guardian or caregiver.
- Due to Client's participation in the YANA program, the City of Fountain Valley, the Fountain Valley Police Department, the RSVP, and their officers, employees and volunteers may be provided by Client or their legal guardian or emergency contacts certain health information as listed on the application or disclosed while enrolled in the program. Such health information may qualify as protected health

information (PHI) under the HIPAA Privacy Rule. The City of Fountain Valley, the Fountain Valley Police Department, the RSVP program and their officers, employees and volunteers are authorized to use, disclose, or discuss this information with Client, their legal guardian, the above referenced emergency contacts or any emergency medical personnel as necessary to perform the services referenced herein.

- Client and/or their legal guardian consent to all aspects of the YANA service including, if necessary, forced entry into Client's residence to complete a welfare check, and summoning of emergency medical assistance. The City of Fountain Valley, the Fountain Valley Police Department, the RSVP, and their officials, employees and volunteers shall not be responsible for any damage to Client's residence caused by such forced entrance. Likewise, the City of Fountain Valley, the Fountain Valley Police Department, the RSVP, and their officials, employees and volunteers shall not be responsible for the cost of any emergency or subsequent medical care when emergency medical assistance is summoned by the RSVP or Fountain Valley Police Department.
- The Fountain Valley Police Department, may, in its sole discretion, terminate this service at any time.
- Technical problems, scheduling problems, human error, or other problems may result in a failure of the service at any time.
- The City of Fountain Valley, the Fountain Valley Police Department, and the RSVP do not represent, warrant or guarantee that the YANA program will protect or preserve the health or welfare of the Client.

I, the undersigned, hereby acknowledge and agree **to hold harmless, indemnify and defend the City of Fountain Valley, Fountain Valley Police Department, the RSVP program, their officers, elected officials, agents, volunteers, boards, departments, and employees from and against** any and all actions or causes of action occurring or arising as a result of the purpose described herein or any activities incidental thereto wherever or however the same may occur, including but not limited to claims of other parties claiming financial interest in the Client residence or estate, and I do **release, waive, discharge and relinquish** any action or cause of action, which may hereafter arise. **IT IS THE INTENTION OF THE UNDERSIGNED BY THIS INSTRUMENT, TO EXEMPT AND RELIEVE THE CITY OF FOUNTAIN VALLEY, THE FOUNTAIN VALLEY POLICE DEPARTMENT, THE RSVP PROGRAM AND THE RELATED PARTIES MENTIONED HEREIN, FROM ALL LIABILITY FOR ANY AND ALL LOSSES, DAMAGE OR INJURY RELATED TO OR CAUSED IN CONNECTION WITH THE ABOVE-DESCRIBED PROGRAM.**

Signature of Client/Legal Guardian \_\_\_\_\_ Date \_\_\_\_\_

Witness: \_\_\_\_\_ Date \_\_\_\_\_